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Attorneys for Defendant
Palantir Technologies Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

KATHLEEN LYNCH, an individual,
Plaintiff,

v.

PALANTIR TECHNOLOGIES INC., a
Delaware Corporation; and DOES 1-25,
inclusive,

Defendants.

Case No. 3:24-cv-01429-AMO

Hon. Araceli Martinez-Olguín
Courtroom 10 - 19th Floor

**JOINT STIPULATION TO SUBMIT ALL
CLAIMS TO BINDING ARBITRATION;
STAY ACTION; [PROPOSED] ORDER**

Plaintiff Kathleen Lynch (“Plaintiff”) and Defendant Palantir Technologies Inc. (“Defendant” or “Palantir”, and collectively with Plaintiff, “Parties”) by and through their undersigned counsel of record, hereby stipulate to stay the proceeding and to arbitrate their claims through Judicial Arbitration & Mediation Services, Inc. (“JAMS”).

WHEREAS, on January 22, 2021, the Parties executed an Arbitration Agreement requiring them to submit all claims arising out of Plaintiff’s employment to binding arbitration under JAMS;

WHEREAS, Plaintiff filed her Complaint in this action on February 1, 2024;

WHEREAS, Plaintiff served Palantir with the Complaint on February 8, 2024;

1 **WHEREAS**, Palantir removed this action to this Court on March 8, 2024;

2 **WHEREAS**, Palantir filed its Motion to Compel Arbitration on March 13, 2024;

3 **WHEREAS**, the Parties have agreed to engage in Arbitration with JAMS pursuant to the
4 Parties' Arbitration Agreement.

5 **NOW THEREFORE**, in light of the foregoing, the Parties hereby **STIPULATE** and
6 **AGREE** as follows:

- 7 1. The Plaintiff will submit any asserted claims in her Complaint against Palantir to
8 mutual and binding arbitration under JAMS, consistent with the Parties'
9 Arbitration Agreement.
- 10 2. In light of the above Stipulation, Plaintiff requests the Court stay this action.
11 Palantir believes the action should be dismissed. The Supreme Court granted
12 petition for certiorari in *Forrest v. Spizzirri*, 62 F.4th 1201, 1205 (9th Cir.
13 2023), *cert. granted*, *Smith v. Spizzirri*, No. 22-1218, 2024 WL 133822 (U.S. Jan.
14 12, 2024) regarding the appropriate remedy when all claims are properly
15 arbitrated. Accordantly, as some courts have done, Defendant is agreeable to a stay
16 pending the Supreme Court's decision in *Smith v. Spizzirri*, No. 22-1218, 2024
17 WL 133822 (U.S. Jan. 12, 2024). If the Supreme Court determines that dismissal
18 is proper under the Federal Arbitration Act when all claims are arbitrable,
19 Defendant reserves the right to seek dismissal from this Court.
- 20

21 Dated: March 27, 2024

CROWELL & MORING LLP

23 By: /s/ Warrington S. Parker III
24 Warrington S. Parker III

25 Attorney for Defendant
26 Palantir Technologies Inc.

1 Dated: March 27, 2024

JACHIMOWICZ LAW GROUP

2
3 By: /s/ Joshua R. Jachimowicz
4 Joshua R. Jachimowicz

5 Attorney for Plaintiff
6 Kathleen Lynch

7 **ATTESTATION**

8 In accordance with Civil Local Rule 5-1(i)(3), I attest that the concurrence in the filing of
9 this document has been obtained from any other signatory to this document.

10
11 /s/ Warrington S. Parker III
12 Warrington S. Parker III

[PROPOSED] ORDER

Based on the foregoing stipulation, and good cause appearing therefore, the Court hereby
ORDERS as follows:

1. Plaintiff shall submit claims asserted in the Complaint against Palantir to mutual and binding arbitration in JAMS;
2. This action is **STAYED**, pending decision in *Smith v. Spizzirri*, No. 22-1218, 2024 WL 133822 (U.S. Jan. 12, 2024), at which time, if the Supreme Court finds dismissal is proper under the FAA when all claims are arbitrable, Defendant may file a request for dismissal.

IT IS SO ORDERED.

Date:

Hon. Araceli Martinez-Olguín
United States District Court Judge